

AMPSHIRE COUNTY
 DIVISION OF EDUCATION
 0.523 ACRES
 3.228 PP. 487

RELATIVE
 EFFECTIVE
 10,000 ±
 500 REISE
 SEPTIC TANK
 TESTINGS
 PLUM TIES
 FINAL
 MOVEMENTS
 1/8\"/>

DAVY AND LOVETT ENTERPRISES, INC.
 CAPON BRIDGE, WEST VIRGINIA
 WEST VIRGINIA LICENSE NO. 535

DATE	6/25/73	TITLE: SUBDIVISION OF A PORTION OF A 113.703 ACRE TRACT OF LAND OWNED BY GEORGE ALLEN CLARK AND LAKE Y. CLARK, HIS WIFE.
SCALE	1"=100'	
PLAT NO.	DP3-030	
DRAWN BY	R. G. MINNEY	

Richie C. Davy DB. 261 PP. 37

OTHER
 78

ABOUT 0.4 MILES TO THE INTERSECTION OF W.V. RT. 25 WITH U.S. RT. 50. AT CAPON BRIDGE, W.VA.

NOTE: --- CENTER-FOR 4" WATER LINE

AN EXISTING TOWN OF RTMENT THE NORTH-OF W.VA. PROPERTY.

- 5" x 5" CONCRETE MONUMENT (SET)
- 1/2" IRON PIPE (FOUND)
- ⊗ RAILROAD SPIKE (FOUND)
- △ 6" x 6" x 6" TRIANGULAR CONCRETE MONUMENT (FOUND)
- 1/2" CAPPED IRON ROD (SET)
- 1/2" IRON ROD (FOUND)
- △ CALCULATED POINT
- ▽ 4" x 4" CONCRETE MONUMENT (FD.)

DAVY AND LOVETT & CAPON BRIDGE, WEST VIRGINIA L.

DATE	6/25/73	TITLE
SCALE	1"=100'	A.
PLAT NO.	DP3-030	113
DRAWN BY	R. G. MINNEY	OF
		660'
		AND

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
 Be it remembered that on the 11th day of June, 1993, at 5:50 P M.,
 this Deed & Plat was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Feller Clerk
 County Commission, Hampshire County, W. Va.

FORT EDWARDS ESTATES

274

SECTION ONE

This conveyance is subject to the following protective covenants running with the land:

1. Lots shall be used for residential purposes only, and no dwelling shall be less than 960 square feet, and no building shall be erected on said lot except for residential purposes, only for a family garage or storage shed; three acre tracts and up, except for 10 and 11 in Section One, 720 square feet, first floor in cabins, plus barn, garage, or shed is permitted.

2. Any building constructed of wood must have at least two coats of paint, varnish, or stain, unless the wood is of self-sealing nature such as redwood or cedar.

3. If a family car garage or storage shed is built, it must conform in general appearance of the dwelling.

4. No house trailers, travel trailers, or motor homes shall be used for permanent habitation or other uses except for temporary parking on premises for weekend use or for vacations and hunting seasons, for a thirty (30) day period during any one year. Motor homes and travel trailers may be left year round but only lived in 30 days out of the year. Limited one per lot at any given time.

5. No building may be constructed within sixty (60) feet from center of road which it faces nor closer than ten (10) feet from side of lot.

6. As sale of lots progresses, a landowner's association shall be formed and a committee elected to assess the property owners a small yearly fee for road upkeep. The amount will be based on prevailing cost each year.

7. All buildings and dwellings shall be of substantial building construction. All exterior construction shall be completed within eight (8) months from the date of the beginning of construction. The 8 months can be extended if developer agrees to it. No temporary shacks, trailers or basements shall be used as residence.

8. All material used for exterior walls of dwellings or buildings shall be of brick, stone, aluminum, masonite, redwood, or wood siding. No composition asphalt siding or shingles shall be used. All roofs shall be a 4-12 pitch or better.

9. Premises shall be maintained in a neat and orderly manner at all times.

10. There shall be no open discharge of sewage or water. All water and sewage to be disposed of as directed by West Virginia Department of Health.

11. No right of ways or easements shall be granted or created upon or across owners acreage except for public utilities, with the exception of lots owned by developer.

12. Culverts must be used in all driveways leading from subdivision roads which will be decided on by the developer.

13. Garbage and trash disposal shall be the responsibility of the landowner.

14. No lots shall be resubdivided at Fort Edwards Estates Section One.

15. No junk cars or abandoned vehicles are to be parked on property.

16. In Section One, only house pets are permitted. Also, a horse or pony is permitted in lots #4, #10, and #11.

310

12. Culverts must be used in all driveways leading from subdivision roads which will be decided by the developer.

13. Garbage and trash disposal shall be the responsibility of the landowner.

14. All houses and cabins will have to have a minimum of 700 square feet on first floor.

15. No lots shall be resubdivided in Section 2, only by the developer.

16. No junk cars or abandoned vehicles are to be parked on property.

17. Lot No. 1 will be allowed a welding shop and a horse if agreed on by the developer.

18. Lot No. 8 will be allowed to be resubdivided once, provided it is approved by the Health Department of West Virginia.

19. The covenants as stated apply to all lots in Section 11 with the exception of Lot No. 14 maybe used for a cable television Headend Site as is more particularly described in the deed of conveyance for said Lot No. 14.



The 20 foot wide right of way shall be constructed and maintained at the expense of the owner of Lot No. 14 for which this right of way serves.

WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The owner(s) has actual knowledge of the following latent defects: _____

Owner _____	<small>DocuSigned by:</small> 	Date <u>2/3/2025</u>
Owner _____	<small>DocuSigned by:</small> <small>419962AA458C4DC...</small> 	Date <u>1/30/2025</u>

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations.

Purchaser _____ Date _____

Purchaser _____ Date _____

NOTICE OF AGENCY RELATIONSHIP



When working with a real estate licensee in buying, selling, or leasing real estate, West Virginia Law requires that you be informed of whom the licensee is representing in the transaction. The licensee may represent the seller/lessor, the buyer/lessee, or both. The party represented by the licensee is known as the licensee's principal and as such, the licensee owes the principal the duty of utmost care, integrity, honesty, and loyalty.

Regardless of whom they represent, the licensee has the following duties to all consumers in any transaction:

- Diligent exercise of reasonable skill and care in the performance of the licensee's duties.
- A duty of honest and fair dealing and good faith.
- Must offer all property without regard to race, religion, color, national origin, ancestry, sex, age, blindness, or disability.
- Must promptly present all written offers to the owner.
- Provide a true, legible copy of every contract to each person signing the contract.

The licensee is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate licensee represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate licensee, the licensee can provide more information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

Keenan Shuboltz (printed name of licensee), affiliated with
West Virginia Land & Home Realty LLC (brokerage name), is acting as the agent of:

- The Seller/Lessor The Buyer/Lessee
- The Seller/Lessor as a Designated Dual Agent. The Buyer/Lessee as Designated Dual Agent
- The undersigned Seller/Lessor is unrepresented. The undersigned Buyer/Lessee is unrepresented.
- Both the Seller/Lessor and Buyer/Lessee, as a Limited Dual Agent

CERTIFICATION			
By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.			
	Date	Buyer/Lessee	Date
			2/3/2025
	Date	Buyer/Lessee	Date
			1/30/2025
Seller/Lessor	Date	Buyer/Lessee	Date

I hereby certify that I have provided the above-named individuals with a copy of this form prior to signing any contract.

Licensee's Signature Date 1-30-25

Licensee's Signature _____ Date _____

West Virginia
Real Estate Commission
300 Capitol Street
Charleston, WV 25301
(304) 558-3555
<http://rec.wv.gov>

